

COMMONWEALTH OF VIRGINIA DEPARTMENT OF GAME AND INLAND FISHERIES SPECIAL USE PERMIT

Pursuant to 4 VAC 15-20-200. Fees for Miscellaneous Permits Pursuant to 4 VAC 15-40-280. Department-owned or controlled lands.

Property Requested:		Date:		
County, City	or Township:			
Body of Wate	er if applicable:			
		To		
Individual Fili	ng Application:	Date:		
		(name and affiliation/title)		
Organization	Represented:			
Address:				
Telephone:	(H)	(W)		
Permission is	s hereby granted _	,		
		EE, to hold the following event/conduct the		
on the above	referenced date(s) at		
hereinafter re	eferred to as the "p	remises".		

The exercise of any privilege granted in this permit constitutes acceptance of all the conditions of this permit.

CONDITIONS:

1. The PERMITTEE shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the Local Game Warden and Zone Maintenance Supervisors named on this form.

- 2. This permit is subject to all valid claims.
- 3. The PERMITTEE, in exercising the privileges granted by this permit, shall comply with the regulations of the Virginia Department of Game and Inland Fisheries, State, County and Municipal laws, ordinances and/or regulations which are applicable to the area or operations covered by this permit. This permit is to provide the PERMITTEE to authorization to use the premises for the activities described, and in no way does this absolve the PERMITTEE of any requirement to obtain local, state, or federal permits or licenses relating the conduct of the activities of the PERMITTEE.
- 4. Camping is allowed as long as the location of the activity is not within 100 yards of any facility or structure, and camping is not allowed on any designated parking area.
- 5. Vending or other operations of any kind or nature in connection with the event for which the permit is requested shall not be conducted within 100 yards of any facilities or structures without the express written consent by the Department of Game and Inland Fisheries.
- 6. The PERMITTEE shall exercise diligence in protecting from damage the land and property of the Commonwealth of Virginia covered by and used in connection with this permit, and shall pay the Commonwealth of Virginia for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the State lands by the PERMITTEE or by any agent or employees of the PERMITTEE acting within the scope of their agency or employment.

PERMITTEE shall keep in force at its own expense a general liability insurance policy covering the PERMITTEE and naming the Department of Game and Inland Fisheries as an additional insured with the following minimum limits:

- a) One Million Dollars (\$1,000,000.00) for bodily injuries to or death of persons,
- b) Property damage insurance with limits of One Hundred Thousand Dollars (\$100,000.00), or such other coverage as deemed appropriate by reputable insurance companies and acceptable in writing by the Commonwealth of Virginia; and PERMITTEE shall deliver to the Department of Game and Inland Fisheries upon request a certificate of insurance showing the same to be in force and effect.

Revised: 03/13/2006

- 7. The PERMITTEE agrees to indemnify, defend, and hold harmless the Commonwealth of Virginia, Department of Game and Inland Fisheries from all risks or claims for damage of every kind, whether relating to property or person.
- 8. Upon abandonment, termination, revocation, or cancellation of this permit, the PERMITTEE shall remove within 30 days all structures and improvements except those owned by the Commonwealth of Virginia, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the PERMITTEE fails to remove all such structures or improvements within 10 days, they shall become the property of the Commonwealth of Virginia, but that will not relieve the PERMITTEE of any liability for the cost of their removal and restoration of the site.
- 9. This permit is not transferable.
- 10. In case of change of address, the PERMITTEE shall notify immediately Real Property Management in writing.
- 11. The PERMITTEE agrees to allow the sporting public normal use of these facilities while the event is in progress. Furthermore, all written publicity for the event(s) shall include notice(s) to the general public that the facilities will remain available for their normal uses during the event(s).
- 12. This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Virginia Department of Game and Inland Fisheries.
- 13. This permit shall have no force or affect until the PERMITTEE has signified acceptance of its provisions and conditions by signing and returning to Real Property Management.
- 14. This permit expires and is subject to renewal on or by _____.
- 15. This permit is accepted subject to the conditions set out above.
- 16. The PERMITTEE shall clean the area, removing litter and debris deposited on the Premises as a result of the proposed activities, and dispose of them properly.
- 17. Any valid problems, complaints, conflicts or violations directly related to this event shall be cause for denial and non-approval of any future applications or requests.

18. Additional terms and conditions may apply but may only be in effect when such additional terms and conditions are enumerated on the attached Special Use Permit Addendum.

A copy of the approved permit will be returned to the PERMITTEE once reviewed and authorized by the Director of the Virginia Department of Game and Inland Fisheries or the designee. If denied, a letter of explanation will be mailed to the applicant.

REQUES	STED BY:		
Signature	e:	Date:	
Title:			
<u>PERMIT</u>	AUTHORIZED BY:		
Signature	e:	Date:	
Title:	Capital Programs Director		
	ame Warden: one Maintenance Supervisor:	Steve Kesler	

RETURN TO

Virginia Department of Game and Inland Fisheries
Office of Capital Programs, Attn: Brenda Moore
4010 West Broad Street
Richmond, VA 23230
804-367-9587

Revised: 03/13/2006

SPECIAL USE PERMIT ADDENDUM

(List individual terms and conditions here.)

Revised: 03/13/2006